

PURCHASER/SELLER RELATION GUIDEBOOK ON CDISCOUNT MARKETPLACE

The current guidebook aims to sensitize merchants on their legal and contractual obligations imposing on the treatment of the different clients' requests on the following themes:

- Legal guarantee of conformity
- Retraction
- Commercial gestures
- Invoicing

On the legal guarantee of conformity:

The Seller has the obligation to deliver a compliant good according to the order. He is held responsible of the non-compliance on the existing Product to both its delivery and compliance.

✓ What is a « non-compliance»?:

A non-compliant Product can be:

- Improper to the usual use expected on a similar Product
- Does not correspond to the provided description by the Seller
- Reference error
- Aspect default
- Damaged product received (failure of delivery with or without reserves upon reception)
- ... (non-exhaustive list)

Warning: This can include packaging default and instructions notice.

The Seller has the possibility to ask the Purchaser a photograph of the Product in case it would be damaged. However, so as not to burden the Purchaser with disproportionate obligations, we kindly remind you that the lack of picture should not condition the refusal of the take over and that any request for video is strictly forbidden.

✓ Supported non-compliance by the Sellers:

The Seller must imperatively communicate from the first exchange with the Purchaser a return process of the Product.

- Takeover's duration by the Seller:

The legal guarantee of conformity lasts for 2 years upon the Product's delivery, whether for new products or second-hand products.

It establishes a presumption in favour of the Purchaser from the existence of the non-conformity upon delivery of the product. This presumption lasts:

- **For new products:** 2 years from the product's delivery;
- **For second-hand products:** 6 months from the Product's delivery. Past that deadline, the consumer must provide the proof.

It does not exclude the Seller can offer an additional commercial guarantee.

- Compliance:

There are two main compliance possibilities (chosen by the consumer):

- Product's repair

The Seller is bound by the conformity of the reparation whether it is done from a third party or from the brand.

The Purchaser can refuse the third party's takeover and require the Seller's support and takeover.

- Product's exchange

The Seller can suggest the sending of spare parts only in case of kit Product (or to assemble) if the replacement operation is simple for the Purchaser.

- Specific refund case

The Seller must refund the Purchaser in the following cases:

- Inability for the Seller to bring the Product into compliance within one month; in the absence of intervention within this period, Cdiscount reserves the right to refund the Purchaser to your account.
- After a first unsuccessful support and takeover

- Non-compliance's contest:

Any contest regarding the non-compliance should be issued after the Product's reception by the Seller and must be done via the Seller's interface.

The Seller can establish proof of the contrary with an expertise (The expertise can be done internally by the Seller).

Warning: The appliance of the LG (Legal guarantee) must be without any costs for the Purchaser.

On the retraction:

The Seller must communicate the Product's return process to the Purchaser who would manifest from the first message exchange.

The legal delay for the client's Retraction is 14 days from the Product's reception or from the last parcel having been delivered. This delay extends to the following working day should this one be terminated on a Saturday, Sunday or bank holiday. The Seller is free to extend that period of reflexion lead to the Purchaser.

In order to take into account, the exceptional period of Christmas and New Year, the Seller agreed to extend the minimal delay of 14 days to 30 days for retraction between the November 1st until December 31st.

The client has 14 days upon reception of the Seller's return address in France to make at his/her expenses the Product return. Any product return made outside France should be subject to the edition of a prepaid label from the Seller.

It is reminded that Purchasers must be informed in advance of the return shipping costs that cannot be returned by post. In case of the contrary, the return shipping costs should be supported at the Seller's expenses.

The Seller can proceed, at the latest, to the Product's refund upon the reception date.

On commercial gesture:

Any commercial gesture must be freely made by the Seller.

It is reminded that a commercial gesture does not constitute a compliant takeover and must be accompanied by adequate solutions.

This gesture can only represent a financial gesture via the Cdiscount interface. The amount is decided beforehand by the Seller and cannot be negotiated by the customer.

We thank you to report us any Purchaser who would offer a favourable rating in return of a commercial gesture.

On the Product's invoicing:

The Seller is responsible to provide an invoice to the client. This invoice should contain all legal notice that you may found on the below link:

<https://www.service-public.fr/professionnels-entreprises/vosdroits/F31808>.

For example, an invoice should contain:

- Parties names and addresses
- The inter-community VAT number where appropriate
- Date of sale
- quantity and precise name of the products
- IMEI number for smartphones
- unitary price excluding VAT and VAT reference applied

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